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IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

B&H FOTO & ELECTRONICS CORP.,

Plaintiff,

Civil Action No.

06 CV 5508 (DLC)

v.

ISRAEL BENYOSEF a/k/a ISRAEL BEN  
YOSEF a/k/a ISRAEL YOSEF a/k/a I.B. YOUSEF  
a/k/a ISREAL "IZZY" DAVID BEN-YOSEF, B&H  
WHOLESALE and B&H SHOW SOLUTIONS,

Defendants.

**STIPULATED PERMANENT INJUNCTION AND CONSENT DECREE**

WHEREAS, plaintiff B&H Foto & Electronics Corp. ("B&H") is the owner of incontestable, valid, subsisting and existing U.S. Trademark Registrations, No. 2,229,004 for the trademark and trade name B&H, and No. 2,230,867, for the trademark and trade name B&H PHOTO VIDEO PRO AUDIO, both for retail store and catalog services featuring video, audio, photographic, electronic and computer equipment and related goods, and of common law rights to the foregoing marks and others containing "B&H" (together, the "B&H marks"), which defendants Israel Benyosef a/k/a Israel Ben Yosef a/k/a Israel Yosef a/k/a I.B. Yousef a/k/a Isreal "Izzy" David Ben-Yosef ("Benyosef") and his unincorporated businesses B&H Wholesale and B&H Show Solutions (together with Benyosef, "defendants") hereby acknowledge;

WHEREAS, on July 21, 2006, plaintiff commenced this action seeking damages, injunctive relief and other relief relating, *inter alia*, to defendants' use of the names and marks B&H, B&H Wholesale, and B&H Show Solutions, and other conduct allegedly constituting trademark infringement, trademark dilution, false designation of origin, unfair competition and false advertising;

WHEREAS, defendants deny that they have violated or infringed plaintiff's trademark rights or engaged in any unfair competition or false advertising;

WHEREAS, defendant Benyosef represents that defendants B&H Wholesale and B&H Show Solutions are unincorporated business names under which Benyosef has done business; and

WHEREAS, plaintiff and defendants have agreed to entry of this Stipulated Permanent Injunction and Consent Decree;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has personal jurisdiction of each of the parties and has subject matter jurisdiction of this action.

2. Defendants, their officers, directors, agents, employees, servants, attorneys, successors, assigns and others controlling, controlled by or affiliated with them and all those in privity or active concert or participation with any of the foregoing, and all those who receive actual notice by personal service or otherwise of this Consent Decree, each are hereby permanently enjoined and restrained effective immediately from:

(a) using, orally, in writing or in any media (including without limitation in any e-mail address, domain name, web site, web site metatag or web site ALT text), the names, words or marks B&H, B&H Wholesale, B&H Show Solutions, any other name, word or mark containing the term "B&H," "BH," "BANDH," any similar combination of the letters "B" and "H," or any other name, word or mark confusingly similar to or dilutive of any of the plaintiff's names or marks containing "B&H," including without limitation, B&H, B&H PHOTO VIDEO PRO AUDIO, B&H PHOTO and B&H PHOTO VIDEO, for any purpose;

- (b) registering or applying to register as a trademark, domain name or business name, or maintaining any such registration of, the names, words or marks B&H, B&H Wholesale, B&H Show Solutions, any other name, word or mark containing the term "B&H," "BH," "BANDH," any similar combination of the letters "B" and "H," or any other name, word or mark confusingly similar to or dilutive of any of the plaintiff's names or marks containing "B&H," including without limitation, B&H, B&H PHOTO VIDEO PRO AUDIO, B&H PHOTO and B&H PHOTO VIDEO, for any purpose;
- (c) falsely stating or implying that defendants are a division, branch or office of B&H or are otherwise affiliated in any way with B&H;
- (d) using or transferring to any entity other than B&H the domain names bhshowsolutions.com, bh-av.com, bandhwholesale.com or any other domain name that contains the terms "bh," "bandh," any similar combination of the letters "b" and "h," or any other term confusingly similar to or dilutive of any of the plaintiff's names or marks containing "B&H," including without limitation, B&H, B&H PHOTO VIDEO PRO AUDIO, B&H PHOTO and B&H PHOTO VIDEO;
- and
- (e) otherwise competing unfairly with plaintiff.

3. Defendants hereby acknowledge the validity of B&H's U.S. Trademark Registration No. 2,229,004 for the trademark and trade name B&H, and U.S. Trademark Registration No. 2,230,867 for the trademark and trade name B&H PHOTO VIDEO PRO AUDIO, as well as B&H's common law rights in the names and marks B&H, B&H PHOTO VIDEO PRO AUDIO, B&H PHOTO and B&H PHOTO VIDEO. Defendants, their agents,

servants and employees, and all other persons and entities acting by or through or in concert or participation with any of the foregoing, shall not seek to cancel or otherwise challenge the validity or B&H's ownership of or rights in any of the foregoing United States trademark registrations, or any other registration or common law rights owned by B&H or a B&H-related entity for a trademark or name containing the term "B&H" or "BH," alone or in combination with any other name, word or mark.

4. Upon entry of this Consent Decree, defendants will expressly abandon all applications and registrations owned or controlled by it, if any, for any trademark, name or domain name, the registration or use of which would violate the terms of this Consent Decree.

5. Defendants shall immediately recall from all chains of distribution all goods, product packaging, promotional materials, advertisements, commercials and other items, the dissemination by defendants of which would violate the injunction herein granted.

6. Defendants shall deactivate all web sites and deliver up for destruction any and all goods, product packaging, promotional materials, advertisements, commercials and other items in the possession, custody or control of defendants which, if sold, displayed or used, would violate the injunction herein granted. Defendants shall immediately deactivate and take all steps reasonably necessary to terminate their registration, ownership and control of all domain names containing "B&H," "BH," "BANDH" or any similar combination of the letters "B" and "H."

7. Defendants hereby expressly recognize and acknowledge that a violation or breach by it of any of the representations, covenants, conditions, agreements, undertakings or requirements of this Consent Decree will cause B&H irreparable harm which cannot be adequately calculated or remedied solely in money damages in an action at law, thereby entitling

B&H to seek (in addition to any other remedy to which it may be entitled at law) immediate injunctive relief or other equitable remedies.

8. In the event that a court of competent jurisdiction finds that either party has engaged in a breach or violation of this Consent Decree, the non-breaching party shall be entitled (in addition to any other remedy to which it may be entitled at law) to its reasonable attorneys' fees incurred in enforcing its rights under this Consent Decree.

9. This Court shall retain continuing jurisdiction over the persons and entities identified in this Consent Decree and over the subject matter of plaintiff's complaint to ensure compliance and performance with the terms of this Consent Decree.

10. The provisions of this Consent Decree shall apply worldwide.

SO ORDERED.

  
United States District Judge

Dated: August 23, 2006  
New York, New York

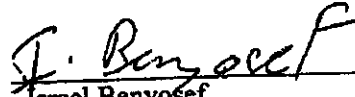
The parties hereby stipulate to the entry of the foregoing Stipulated Permanent Injunction and Consent Decree



Paul C. Llewellyn (RM 8634)  
Kerren R. Misulovin (KM 8331)  
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Israel Benyosef  
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*On behalf of Defendants*

**THIS DOCUMENT WAS ENTERED  
ON THE DOCKET ON \_\_\_\_\_**

